



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM KS
 Finance LC
 DA MK
 Risk Mgt. DE
 HR NA
 Other NA

STAFF REPORT

BOARD MEETING DATE: January 27, 2015

DATE: December 26, 2014
TO: Board of County Commissioners
FROM: Shannon Hardy, Detention Operations Manager
 775-328-6410, shardy@washoecounty.us *shes*
THROUGH: Sheriff Chuck Allen
SUBJECT: Approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019. (All Commission Districts)

SUMMARY

Nevada Revised Statutes 248.050 and 248.060 mandates the Sheriff to maintain custody and receive prisoners at the county detention facility. The current contract between the Bureau of Indian Affairs (BIA) and Washoe County is due for renewal. The Washoe County Detention Facility currently receives approximately 750 Bureau of Indian Affairs prisoners each year; totaling over one million dollars in revenue. The per diem rate of \$109.00 per day will remain in effect for the period of 1/1/2015 to 12/31/2015 with an option to extend the contract for an additional four years, expiring 12/31/2019. Contract submitted to first available BCC meeting once received from BIA.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

Although the contract between the United States Department of the Interior – Bureau of Indian Affairs and Washoe County Detention Facility has been in place for years, for unknown reasons the contract has never been presented to the Board of County Commissioners for approval.

AGENDA ITEM # 5E

BACKGROUND

The Washoe County Sheriff's Office accepts and houses prisoners from the United States Department of the Interior – Bureau of Indian Affairs. The Federal Government currently reimburses Washoe County at the rate of \$109.00 per inmate, per day to house their inmates at our facility. This current contract has been in place since 2011 and is due for an additional forty-eight (48) month renewal. The new contract maintains the reimbursement rate of \$109.00 per inmate, per day but does allow the ability to renegotiate the terms should costs increase.

FISCAL IMPACT

The current contract generates over one million dollars in revenue to Washoe County. The new contract is expected to maintain the same reimbursement rate of \$109.00 per inmate per day and levels of the adopted budget revenue over the next year with the option of an additional forty-eight (48) month renewal.

RECOMMENDATION

It is recommended that the Washoe County Board of County Commissioners: Approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019.

| | | | |
|------------------------------------------------------------------------------------------------------------|--|-------------------------------------|-----------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | 1. REQUISITION NUMBER 0040189244 | PAGE OF 1 18 |
|------------------------------------------------------------------------------------------------------------|--|-------------------------------------|-----------------|

| | | | | |
|---------------|--------------------------------------|------------------------------|-----------------------|---------------------------|
| 2 CONTRACT NO | 3 AWARD EFFECTIVE DATE 12/18/2014 | 4 ORDER NUMBER A15PX00138 | 5 SOLICITATION NUMBER | 6 SOLICITATION ISSUE DATE |
|---------------|--------------------------------------|------------------------------|-----------------------|---------------------------|

| | | | |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------|------------------------------|
| 7. FOR SOLICITATION INFORMATION CALL:  | a. NAME PAUL ROBINSON | b. TELEPHONE NUMBER (No collect calls) 602-379-4482 | 8. OFFER DUE DATE/LOCAL TIME |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------|------------------------------|

| | | |
|---------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9 ISSUED BY BIA WRO 00011 2600 N CENTRAL AVENUE Contracting Office SUITE 400 MAILROOM Phoenix AZ 85001 | CODE A11 | 10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS.922140 SIZE STANDARD: |
|---------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | | | |
|-------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------|
| 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12 DISCOUNT TERMS ACCP | <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b RATING | 14 METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
|-------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------|

| | | | |
|-----------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------|
| 15 DELIVER TO BIA WRO JUSTICE SVCES D III 2600 N CENTRAL AVENUE PHOENIX AZ 85004 | CODE 0009062034 | 15 ADMINISTERED BY BIA WRO 00011 2600 N CENTRAL AVENUE Contracting Office SUITE 400 MAILROOM Phoenix AZ 85001 | CODE A11 |
|-----------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------|

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|---------------------------------------------------------------------------------------------------------------------------|-----------------|
| 17a CONTRACTOR/OFFEROR WASHOE, COUNTY OF Attn: ATTN GOVERNMENT POC 911 PARR BLVD RENO NV 89512-1014 TELEPHONE NO 000-000-0000 | CODE 0070061517 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov | CODE IPP INV |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|---------------------------------------------------------------------------------------------------------------------------|-----------------|

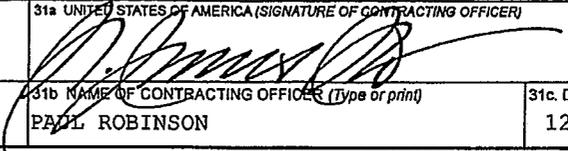
| | |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|

| 19. ITEM NO | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|----------------|------------|
| | <p>1. a. Fixed Priced Award is issued for Adult Detention Services at \$109.00 per prisoner per day.</p> <p>b. Incremental funding shall be provided under subsequent modification to the Order.</p> <p>2. The Designated Person of Contact (POC) is Ms. Dorothy Fulton, phone number 602/ 379-6958 Ext 1809, e-mail address: dorothy.fulton@bia.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)</p> | | | | |

| | |
|---------------------------------------------|-------------------------------------------------------|
| 25. ACCOUNTING AND APPROPRIATION DATA 01 | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1.00 |
|---------------------------------------------|-------------------------------------------------------|

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52 212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52 212-5 IS ATTACHED. ADDENDA | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |
| 30b. NAME AND TITLE OF SIGNER (Type or print) Marsha Berkbigler, Chair | 30c. DATE SIGNED |
| 31b. NAME OF CONTRACTING OFFICER (Type or print) PAUL ROBINSON | 31c. DATE SIGNED 12/18/2014 |

| 19 ITEM NO | 20. SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22. UNIT | 23. UNIT PRICE | 24 AMOUNT |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|-------------------|--------------|
| 00010 | <p>3. Invoices shall be electronically submitted via the IPP System - See Section G for instructions.</p> <p>Delivery: 12/31/2015 Account Assignment: K G/L Account: 6100.254A0 Business Area: A000 Commitment Item: 254A00 Cost Center: AAKL004000 Functional Area: A0J312023.999900 Fund: 156A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 Period of Performance: 01/01/2015 to 12/31/2015</p> <p>Base Year Award for Adult Detention Services.</p> <p>The total amount of award: \$1.00. The obligation for this award is shown in box 26.</p> | | | | 1.00 |

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

| | | | | | |
|---------------------------------------------------------------------------------------|------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------|--|
| 32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c DATE | 32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34 VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER | |
| 38 S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40 PAID BY | | | |
| 41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c DATE | 42b. RECEIVED AT (<i>Location</i>) | | |
| | | | 42c. DATE REC'D (YY/MM/DD) | 42d TOTAL CONTAINERS | |

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By Reference: Applicable Service Contract Act (SCA) Wage Determination No. 2005-2532, Rev. No. 14, 06-19-2013.

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BY REFERENCE: Applicable Service Contract Act (SCA) Wage Determination No.: 2005-2334, Rev. No. 15, 06/19/2013
DOI POLICY - Prohibition on Texting While Driving

**REVISED 12-31-2014 / Statement of Work
Bureau of Indian Affairs, Office of Justice Services
Washoe County Adult Detention**

SECTION 1 - DEFINITIONS**1.1. General Definitions**

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).
- 1.1.2. "District" means the District III of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the Washoe County, in the State of Nevada, in Reno, Nevada.
- 1.1.4. "Contractor" means the Washoe County, Nevada.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS including within the exterior boundaries of the respective All Indian Reservation(s) and Indian Allotments.
- 1.1.6. "BIA-OJS Special Agent In-Charge" means the OJS District III Special Agent-In Charge (SAC).
- 1.1.7. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.8. "Indian reservation or reservation" means within the exterior boundaries of all respective reservations and Indian Allotments under the jurisdiction of the BIA/OJS.
- 1.1.9. "Tribal prisoner or tribal inmate" means an adult person arrested under authority of the respective BIA/OJS, CFR, Tribal Law and Order; or convicted by a tribal court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal Code, within the Indian Country/BIA OJS jurisdiction
- 1.1.10. "Tribal violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction of the arresting agency.
- 1.1.11. "Juvenile" means any person who has not attained the age of 18.

SECTION 2 – GENERAL INFORMATION

2.1 Scope of Work. The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The Contractor will assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of tribal violations occurring in Indian Country within the BIA/OJS jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the work and on-site.

2.2.1.1. The facility administrator or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.

2.2.1.2. The facility administrator or alternate shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any inspection, evaluation or monitoring reports to BIA-OJS staff or representatives

2.4. Quality Assurance

2.4.1. The government reserves the right to visit or inspect the facility at any time via any method to ensure adequate services are being provided.

2.5. Cost for services

2.5.1. The cost shall be \$109.00 per prisoner per day. For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.1. Payment will be made for the day of the arrival but not the day of departure.

2.6. Contract Information

2.6.1 Contractor: Washoe County / through Sheriff Chuck Allen
911 Parr Boulevard
Reno, NV 89512 Phone: (775) 328-3010 Fax: (775) 328-6308

1.6.2 Agency: Joseph Brooks, Special Agent In-Charge
2600 N. Central Avenue
Phoenix, Arizona 85004 (602) 379-6958 (602) 379-6462 Fax

2.7. Period of Performance

2.7.1. Award shall be issued for the Base Year. There are four (4) POSSIBLE Option Years; the contractor is not to assume or interpret this to mean an automatic extension of contract beyond any give performance period. The Government is required to comply with FAR Clause 52.217-9 "Option to Extend the Term of the Contract" in order to exercise the Option Year clause.

Approximate Performance Period dates:

| | |
|-------------------|-------------------------------|
| Base Year | 01-01-2015 through 12-31-2015 |
| Option Year One | 01-01-2016 through 12-31-2016 |
| Option Year Two | 01-01-2017 through 12-31-2017 |
| Option Year Three | 01-01-2018 through 12-31-2018 |
| Option Year Four | 01-01-2019 through 12-31-2019 |

2.8. Termination of Contract

2.8.1. Either party may terminate this agreement, by a thirty (30) days written notice.

Section 3 – SPECIFIC TASKS

3.1. The Contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by the District SAC or their authorized agents. The Contractor will also fax a weekly roster of inmates in custody Monday by close of business to (602) 379-6462 or by email to: dorothy.fulton@bia.gov.

3.1.1. The Contractor agrees to house Tribal inmates subject to the same conditions as any other person lodged within the facility; including all educational programming and substance abuse counseling and/or any other programs available. The Washoe County Detention policies and procedures shall apply to all inmates held for BIA-OJS and Tribal Agencies.

3.1.2. No Bureau or Tribal arrestee/prisoner shall be released without written orders from the appropriate tribal court.

3.1.3. The Contractor will not accept any person under the age of 18 years for lodging within the facility.

3.1.4. The arresting Agency shall be responsible for transporting Bureau or Tribal arrestees/prisoners to and from the contract detention facility.

3.1.5. The Contractor will provide transport services on a case by case basis.

3.1.6. Any unusual incident which affects any Bureau or Tribal inmate/prisoner, held under this contract is to be reported to District SAC, or designee, within twenty-four (24) hours of its occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances the Contractor will notify Selanhongva McDonald, Assistant Special Agent in-Charge at (602) 379-6958, or Correctional Specialist, Dorothy Fulton, immediately at (602) 908-7236.

3.1.7. Bureau or Tribal prisoner(s)/inmate(s), held under this contract are not eligible for community service without the express written approval of the District SCS.

3.2. Medical

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Tribal prisoners, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Contractor shall promptly notify the BIA-OJS District Correctional Specialist (CS), or designee, of such needs to afford the Agency the opportunity to arrange for the treatment. The Contractor will provide transport to and from the designated medical units below when necessary.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Contractor may obtain such care for prisoners at local, Federal, or State facilities as emergency needs dictate. In such instances the care provider will be advised by the Contractor to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.1. The Contractor shall promptly notify the District CS, or designee, of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Contractor:

Renown Health (non I H S)
115 Mill Street
Reno, NV, 89502 (775) 982-4100

3.2.5. In case of extreme emergency only, the following health care facilities will be used:

St. Mary's Regional Medical Center
235 W. 6th Street
Reno, NV 89503 (775) 770-3000

3.2.6. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the Contractor will be billed by the provider.

3.2.7. BIA-OJS Division of Corrections will only reimburse the Contractor for medical services if the treatment has been pre-approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.8. A medical voucher will be prepared in the format as "Attachment A". Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Contractor's facility administrator.

3.2.9. The Contractor will be responsible for obtaining the tribal inmate's medical records, provided the inmate has signed a release of information form. The Contractor will provide an appropriate release of information form signed by the inmate for the medical record inquiries.

3.2.10. The Contractor will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS or Tribal Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

Section 4 – NEGATIVE DECLARATION

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any Party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of

the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers or BIA Correctional Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 – BOARD BILL

5.1. The Contractor will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the contractor.

5.2.1 The monthly board bill is to be submitted through IPP: Electronic invoicing is authorized for this contract. Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

5.2.2. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

5.2.3. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation."

Section 6 – HOLD HARMLESS

6.1. The Contractor agrees to hold harmless the BIA-OJS from:

6.1.1. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this SOW.

6.1.2. The BIA-OJS and the Contractor agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this Contract.

Section 7 - INDEMNIFICATION, LIABILITY, AND INSURANCE

7.1. The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor or its officers, pursuant to this SOW.

7.2. The Contractor assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

7.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

7.4. The Contractor will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Contractor or its agents or employees in the performance of this SOW.

7.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

SECTION F DELIVIERERS OR PERFORMANCE

1. a. Award shall be issued for the Base Year.
 - b. There are four (4) POSSIBLE Option Years; the contractor is not to assume or interpret this to mean an automatic extension of contract beyond any give performance period.
 - c. The Government is required to comply with FAR Clause 52.217-9 "Option to Extend the Term of the Contact" in order to exercise the Option Year clause
2. Performance periods are estimated to be as follows:
- | | |
|----------------------|-------------------------------|
| a. Base Year | 01-01-2015 through 12-31-2015 |
| b. Option Year One | 01-01-2016 through 12-31-2016 |
| c. Option Year Two | 01-01-2017 through 12-31-2017 |
| d. Option Year Three | 01-01-2018 through 12-31-2018 |
| e. Option Year Four | 01-01-2019 through 12-31-2019 |
3. In compliance with FAR Clause 52.223-18 and DOI "No Texting While Driving", the Contractor should have an enforced "No Texting While Driving" policy when performing services under this Order.
 4. By Reference: Applicable Service Contract Act (SCA) Wage Determination No. 2005-2334, Rev. No. 15, 06/19/2013.

SECTION G CONTRACT ADMINISTRATION DATA

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)
(September 2011)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts.

The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]: NONE

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment.

The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

SECTION H SPECIAL CONTRACT REQUIREMENTS**CONTRACTOR PERFORMANCE INFORMATION (DIAPR) 2010-14, Amendment 1****CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)**

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.
- (f) The following guidelines apply concerning your use of the past performance evaluation:
- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
 - (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

1. 52.212-4 Contract Terms and Conditions - Commercial Items (May 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights— (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall— (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the— (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (B) Affected contract number and delivery order number, if applicable; (C) Affected contract line item or subline item, if applicable; and (D) Contractor point of contact. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 32.211 if— (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days; (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2). (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment. (v) Amounts shall be due at the earliest of the following dates: (A) The date fixed under this contract. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination. (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on— (A) The date on which the designated office receives payment from the Contractor; (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern: (i) Any such clause is unenforceable against the Government. (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause. (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (October 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, (Aug 2013) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X** (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X** (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X** (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X** (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

- ___ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s. proclamations. and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]
- X (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause— (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509). (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17. (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212). (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67). (xiii) 52.222-54, Employment Eligibility Verification (AUG 2013). (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. 52.217-8 Option to Extend Services (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **Ten (10) CALENDAR DAYS**.

4. 52.217-9 Option to Extend the Term of the Contract (March 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **THIRTY (30) CALENDAR DAYS**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **SIXTY (60) CALENDAR** days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Sixty (60) Canendar Months / Five (5) Years**.

5. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (August 2011)

(a) Definitions. As used in this clause -

"Driving" - (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to - (1) Adopt and enforce policies that ban text messaging while driving - (i) Company-owned or rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct initiatives in a manner commensurate with the size of the business, such as - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

6. 52.232-18 Availability of Funds (April 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

7. 52.232-19 Availability of Funds for the Next Fiscal Year (April 1984)

Funds are not presently available for performance under this contract beyond **September 30, 2015**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond

September 30, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

8. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (December 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

9. 52.242-15 Stop-Work Order (August 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either— (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if— (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. **BY REFERENCE:** Applicable Service Contract Act (SCA) Wage Determination No.: 2005-2334, Rev. No. 15, 06/19/2013.

2. **DOI POLICY - Prohibition on Texting While Driving**

Memorandum

To: All DOI Employees
From: Deputy Secretary
Subject: Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- Driving privately-owned vehicles (POV) while on official Government business; and
- Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.